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RECORDATION NO. 21116-14 FILED

JAN 13 '03

2:31 PM

**SURFACE TRANSPORTATION BOARD**

lgitomer@dc.bjllp.com

January 13, 2003

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

Dear Secretary Williams:

I have enclosed two certified copies of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Second Amendment to Railroad Car Lease Agreement, a secondary document, dated as of June 29, 2000. The primary document to which this is connected is recorded under Recordation No. 21116. We request that one copy of this document be recorded under Recordation No. 21116-H.

The names and addresses of the parties to the Second Amendment to Railroad Car Lease Agreement are:

Lessee:

Pennsylvania Lime, Inc., f/k/a Carmeuse Pennsylvania, Inc.  
Route 422 and Clear Spring Road  
Annville, PA 17003

Lessor:

Banc of America Leasing & Capital LLC, successor by merger to NationsBanc Leasing Corporation  
2059 North Lake Parkway, 4th Floor  
Tucker, GA 30084-4431

A description of the equipment covered by the Second Amendment to Railroad Car Lease Agreement consists of 100 open hopper cars numbered WIMX 97000-97099, inclusive.

BALL JANIK LLP

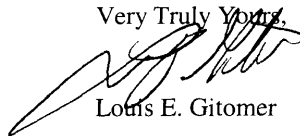
Honorable Vernon A. Williams  
January 13, 2003  
Page 2

A fee of \$ 30.00 is enclosed. Please return one copy to:

Louis E. Gitomer  
Of Counsel  
Ball Janik LLP  
Suite 225  
1455 F Street, N.W.  
Washington, DC 20005

A short summary of the document to appear in the index follows: Second Amendment to Railroad Car Lease Agreement between Pennsylvania Lime, Inc., f/k/a Carmeuse Pennsylvania, Inc., Route 422 and Clear Spring Road, Annville, PA 17003, and Banc of America Leasing & Capital LLC, successor by merger to NationsBanc Leasing Corporation, 2059 North Lake Parkway, 4th Floor, Tucker, GA 30084-4431, covering 100 open hopper cars numbered WIMX 97000-97099, inclusive.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'L. Gitomer', is written over the typed name.

Louis E. Gitomer

Enclosures

RECORDATION NO. 21114-4 FILED

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**SECOND AMENDMENT  
TO RAILROAD CAR LEASE AGREEMENT** SURFACE TRANSPORTATION BOARD

THIS SECOND AMENDMENT to Railroad Car Lease Agreement (this "Amendment") is made as of this 29 day of June 2000, by and between Banc of America Leasing & Capital, LLC, a Delaware limited liability company with offices located in Tucker, Georgia, successor by merger to NationsBanc Leasing Corporation ("BALC") and Pennsylvania Lime, Inc., formerly known as Carmeuse Pennsylvania, Inc. ("Lessee").

WHEREAS, Rail Trust Equipment, Inc. ("RTE") and Lessee entered into that certain Railroad Car Lease Agreement dated March 18, 1997, as amended by that certain First Amendment to Railroad Car Lease Agreement dated June 23, 1997 (the "Agreement"); and

WHEREAS, RTE assigned, transferred and conveyed the Agreement (the "First Assignment") to RTE 1643 Trust ("Trust"); and

WHEREAS, Trust assigned, transferred and conveyed the Agreement (the "Second Assignment") to BALC; and

WHEREAS, Lessee acknowledged and agreed to the Second Assignment; and

WHEREAS, BALC and Lessee wish to amend the Agreement.

NOW, THEREFORE, BALC and Lessee hereby agree to amend the Agreement as follows:

1. As provided in clause 25 of the Agreement, BALC will allow Lessee to post as security for its obligations under the Agreement a Surety Bond (the "Surety Bond"), in the form attached hereto as Exhibit A, in substitution of and as a replacement for, that certain Irrevocable Standby Letter of Credit number 7400235 dated October 2, 1998 issued by Bank of America N.A. (the "Letter of Credit") as required under the Agreement. Lessee covenants and agrees to post and maintain such Surety Bond until all obligations of Lessee under the Agreement have been fully and finally satisfied, in favor of BALC as obligee under such Surety Bond, in the amount of \$700,000, issued by National Fire Insurance Company of Hartford, or other such surety, having at all times during the term of such Surety Bond a Moody's rating of not less than "A" ("Surety"). In the event such Surety's rating falls below the Moody's "A" rating then Lessee shall have 30 days to post a new Surety Bond, in favor of BALC, issued by a Surety having not less than a Moody's "A" rating. BALC will release and relinquish the Letter of Credit upon evidence that such Surety Bond has been posted and is in

IN WITNESS WHEREOF, BALC and Lessee, have caused this Amendment to be executed by a duly authorized officer as of the date first above written.

**Bank of America Leasing  
& Capital, LLC**

**By:**

Print Name: ~~CAROL JONES~~

**Title:** SANJESSE  
VICE PRESIDENT

**Pennsylvania Lime, Inc.**

**By:**

Print Name: Suzanne EV Geller

**Title:** Executive Vice President

CERTIFICATION OF DOCUMENT

The undersigned officer of Banc of America Leasing & Capital, LLC hereby certifies that the document attached and delivered herewith is a true and correct copy of the original document.

Certified on this 10th day of January, 2003.

By: Carol T. Jones  
Name: Carol T. Jones  
Title: Vice President

STATE OF Georgia )  
                                  ) ss.  
County of Gwinnett )

On this 10th day of January, 2003, before me, Gail Beall, the undersigned Notary Public, personally appeared Carol T. Jones personally known to me to be the person who executed the within instrument as Vice President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

Gail C. Beall  
Notary Public for Gwinnett County  
My Commission expires March 20, 2005